

SETTLEMENT AGREEMENT AND
FULL RELEASE OF ALL CLAIMS

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Francis Lyn Woolford (hereinafter referred to as “Woolford”), and the City of Ashland, Missouri, Gene Rhorer, Leslie Martin, Bryan Bradford, Melissa Old, Richard Sullivan, Rick Lewis, and Jeffrey Sapp (hereinafter collectively referred to as “the City”). In consideration of the following promises, the parties hereby agree to resolve all matters arising out of Woolford’s employment-related claims against the City, specifically, those claims asserted in a lawsuit styled *Lyn Woolford v. City of Ashland, Missouri*, Case No. 2:20-cv-04105-NKL, currently pending in the United States District Court for the Western District of Missouri (hereinafter referred to as the “Action”), and those claims asserted by Woolford in a Charge of Discrimination (“Charge”) dual filed with the Missouri Commission on Human Rights and the Equal Employment Opportunity Commission, Charge No. E-03/20-52002; 28E-2020-00615C.

THEREFORE, for and in consideration of the mutual releases, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, which each party acknowledges, it is agreed as follows:

1. Payment. Within ten (10) business days following the full execution of this Agreement, the City’s insurer agrees to pay the total amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$137,500.00). Payment of this amount will be as follows:

a. One check made payable to "Francis Lyn Woolford" in the amount of One Hundred Twelve Thousand Six Hundred Thirty-Six Dollars and Fifteen Cents (\$112,636.15). The City's insurer will issue an IRS Form 1099-MISC to Woolford for this amount.

b. One check made payable to Woolford's attorneys Law Office of Matt Uhrig, LLC, in the amount of Twenty-Four Thousand Eight Hundred Sixty-Three Dollars and Fifteen Cents (\$24,863.15) for attorneys' fees and costs in this matter. The City's insurer will issue an IRS Form 1099-MISC to Woolford's attorneys for this amount.

However, the terms of Paragraph 1 shall have no force if Woolford revokes his acceptance of this Agreement within the 7-day period set out in Paragraph 5.

2. Withdrawal and Dismissal. In exchange for the receipt of the payment provided pursuant to the terms of this Agreement, Woolford agrees to dismiss his claims in the aforementioned Action. Woolford will file a joint stipulated dismissal with prejudice of the Action with the United States District Court for the Western District of Missouri within ten business (10) business days following receipt of the payment described in Paragraph 1 of this Agreement.

3. Taxes. Each payor of a payment under this Agreement and each recipient of a payment under this Agreement will be responsible for all taxes that it/he is legally responsible to pay as a result of this Agreement. Woolford agrees to indemnify and hold harmless the City for any tax liability incurred by Woolford as a result of the payment and receipt of the aforementioned settlement funds set forth in Paragraph 1 above.

4. Costs and Fees. Except as specified herein, each party will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter.

5. Mutual Release of Claims. Woolford hereby releases and forever discharges the City, its respective agents, representatives, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs and assigns, **from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, as of the date of this Agreement**, foreseen or unforeseen, known or unknown, including but not limited to, those arising out of Woolford's employment with the City and the ending of such employment, as well as the submission of any job applications to the City by Woolford since the ending of his employment.

The claims, complaints and actions released include, but are not limited to, any claims Woolford may have relating to his employment with the City, including any claims for attorneys' fees or claims of violations arising under the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. (except as excluded by Paragraph 6C), the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the False Claims Act, 31 U.S.C. § 3729 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Missouri Human Rights Act §213.010, *et seq.*, RSMo, Missouri's Worker's Compensation retaliation

§287.010, *et seq.*, RSMo, Missouri's Wage and Hour Laws, §290.500, *et seq.*, RSMo, Missouri's Whistleblower Protection Act §285.575, RSMo, or any other relevant federal, state or local statute or ordinance, or arising under common law, including but not limited to torts, contracts or public policy claims.

Such release includes the express waiver and dismissal of all claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA") in exchange for the consideration outlined above. Woolford acknowledges that he has been informed of his right to consult with an attorney of his choosing prior to executing this Agreement and understands that he is given a reasonable period of time within which to consider these terms and may revoke his Agreement for a period of 7 days after executing same. Woolford further understands that this Agreement shall not become effective or enforceable until such period has expired.

The City also agrees to release Woolford from any and all matters, contracts, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, as of the date of this Agreement, foreseen or unforeseen, known or unknown, including but not limited to, Woolford's employment with the City, and the ending of such employment

6. Suit for Enforcement. If either party sues the other party for enforcement of this Agreement and prevails, the prevailing party shall receive its reasonable attorneys' fees and expenses for pursuing said action.

7. Mutual Non-Admission. Both Woolford and the City agree that this is a disputed claim and that nothing herein shall be construed as an admission by either of them of any wrongdoing or violation of any applicable law, and that nothing in this Agreement shall be so construed by any other person.

8. Permitted Disclosures. Unless otherwise required by law, the parties agree that the terms of this Agreement may only be disclosed to their respective attorneys, tax advisors or preparers; to agents of governmental taxing authorities acting in their official capacities; to agents of governmental equal-employment, fair-employment, human-rights, or human-relations agencies acting in their official capacities; to a banker with whom they enjoy a confidential banking relationship; pursuant to lawful subpoena or as may otherwise be required by law; to defend the attorneys for either party against claims for professional negligence, malpractice or misconduct and with the express, written permission of the other party. The parties further agree the City may disclose, on a “need to know” basis, the dollar amount of this Agreement to appropriate officers, agents, and employees of the City and that Woolford may disclose the terms of this Agreement to his immediate family and to anybody with whom he has a relationship that the law recognizes as “confidential” or “fiduciary.”

Except as otherwise provided in this Paragraph 8, in further consideration of the aforesaid payment, the parties and their attorneys, acknowledge and agree that neither the payment listed herein nor the terms or conditions of any part or portion of this Settlement Agreement and Full Release of All Claims, nor the fact of settlement, shall be disclosed,

made public, disseminated or otherwise released by the undersigned or anyone in their control, including to any news organization, (including but not limited to “Missouri Lawyers’ Weekly”) or member of the media, or otherwise disclosed to anyone in any medium (including but not limited to websites, blogs, internet chat rooms or message boards, social networking sites or pages, or marketing or promotional materials of any kind), except as required by law. To the extent practicable, Woolford agrees that he will respond to any inquiries regarding the allegations of the Action and/or the Charge by stating that “the matter has been resolved to the parties’ mutual satisfaction” (or substantially similar comment).

Nothing in this Paragraph or in this Agreement is intended to or shall be construed to impede the right or the duty of the parties to file taxes honestly, to report income honestly, to testify truthfully under oath, or to cooperate with any government investigation.

9. Consultation with Attorney. The parties hereby acknowledge that they have a right to consult an attorney and that they have specifically consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby waive their right to do so. The parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

10. No Reemployment/Employment/Appointment. Woolford specifically agrees that in consideration of the payment described about in Paragraph 1, he waives any right that he has or may have to any employment with the City, now or in the future.

Woolford shall make no applications for employment with the City. Woolford also specifically agrees that he will not accept any appointed position with the City. If Woolford submits an application for employment with the City after his acceptance of this Agreement, then the City shall have the right to hire any other applicant without liability to Woolford. Woolford, furthermore, shall have no claim against the City because it hired an applicant other than Woolford. In the event Woolford were to be appointed to any position with the City, Woolford specifically agrees that he will not accept the appointed position with the City.

11. Mutual Non-Disparagement. Woolford agrees not to engage in any conduct or communications designed to disparage the City, unless compelled to do so, such as in the circumstance of testimony required at a hearing or requested by a prosecuting attorney. The City agrees that it will instruct its employees to not make any comments or communications designed to disparage Woolford.

12. Age Status. Woolford warrants and represents that he is over the age of 40.

13. Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

14. Entire Agreement and Severability. The parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the parties hereto. Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions shall remain in full force and effect.

15. Miscellaneous. This Agreement constitutes the entire agreement among the parties, and there are no other understandings or agreements, written or oral, among them on the subject. Separate copies of this document shall constitute original documents, which may be signed separately but which together shall constitute a single agreement. This Agreement will not be binding on any party until signed by all parties or their representatives. This Agreement shall be effective as of the date of the last signature.

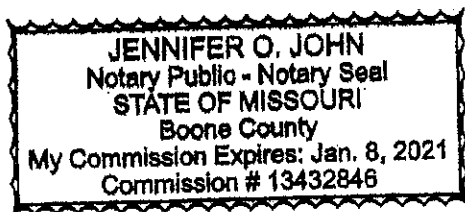
END OF RELEASE

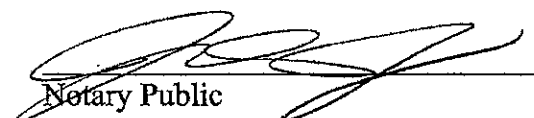
I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10-19-2020 Francis Lyn Woolford
Francis Lyn Woolford

State of Missouri)
County of Boone) (ss)

On this 19 day of October in the year 2020, before me, the
undersigned notary public, personally appeared Francis Lyn Woolford, known to me to
be the person whose name is subscribed to the within instrument and acknowledged that
he executed the same for the purposes therein contained. In witness whereof, I hereunto
set my hand and official seal.




Notary Public

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

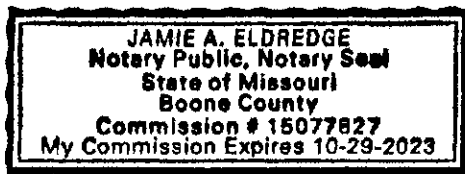
Date 10/20/20 Richard Sullivan
The City of Ashland, Missouri

By: Richard Sullivan

Title: Ashland Mayor

State of Missouri)
County of Boone) (ss)

On this 20 day of October in the year 2020 before me, the undersigned notary public, personally appeared Richard Sullivan, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



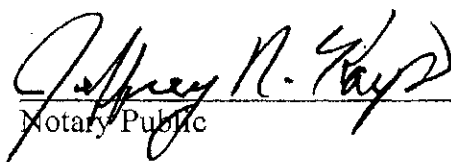
Jamie A. Eldredge
Notary Public

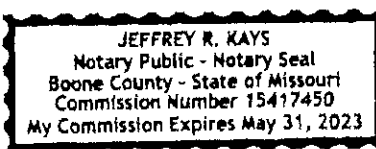
I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10/28/2020 
Gene Rhorer

State of Missouri)
County of Boone) (ss)

On this 28 day of October in the year 2020, before me, the undersigned notary public, personally appeared Gene Rhorer, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


Notary Public



I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

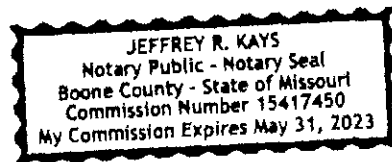
Date 10/20/20

Leslie Martin
Leslie Martin

State of Missouri)
County of Boone) (ss)

On this 20 day of October in the year 2020, before me, the undersigned notary public, personally appeared Leslie Martin, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Jeffrey R. Kays
Notary Public

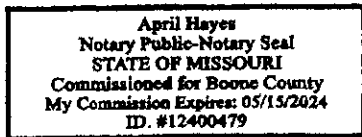


I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10-29-2020 
Bryan Bradford

State of Missouri)
County of Boone) (ss)

On this 29th day of October in the year 2020, before me, the undersigned notary public, personally appeared Bryan Bradford, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

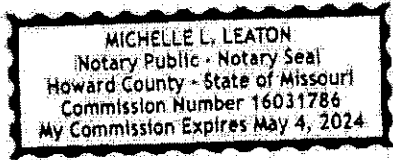



Notary Public

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10/20/2020 Melissa Old
Melissa Old

State of Missouri)
County of Howard) (ss)



On this 20 day of October in the year 2020, before me, the
undersigned notary public, personally appeared Melissa Old, known to me to be the
person whose name is subscribed to the within instrument and acknowledged that she
executed the same for the purposes therein contained. In witness whereof, I hereunto set
my hand and official seal.

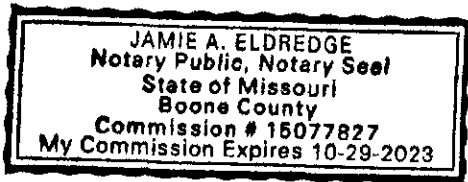
Michelle L. Leaton
Notary Public

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10/20/20 Richard Sullivan
Richard Sullivan

State of Missouri)
County of Boone) (ss)

On this 20 day of October in the year 2020, before me, the undersigned notary public, personally appeared Richard Sullivan, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



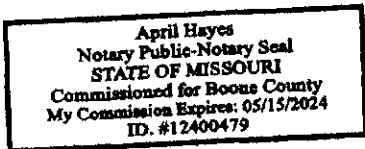
Jamie A. Eldredge
Notary Public

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

Date 10/21/2020 Rick Lewis
Rick Lewis

State of Missouri)
County of Boone) (ss)

On this 21st day of October in the year 2020, before me, the undersigned notary public, personally appeared Rick Lewis, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



April Hayes
Notary Public

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND
DEED.

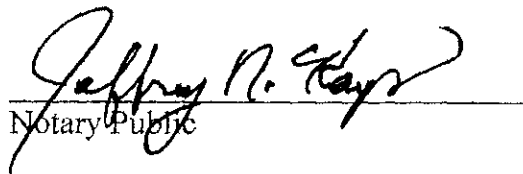
Date 28 Oct 2020



Jeffrey Sapp

State of Missouri)
County of Boone) (ss)

On this 28 day of October in the year 2020, before me, the undersigned notary public, personally appeared Jeffrey Sapp, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public

